

- Q. To participate as a Peer Review Committee member, as described below in the Complaint Resolution Procedure, to resolve disputes regarding payments pursuant to brooding of the pullets and cockerels and/or rate of lay involving PERDUE producers situated in close geographical proximity to PRODUCER.

### **III. PRODUCER'S INDEPENDENT CONTRACTOR STATUS:**

- A. This is a service contract, not a contract of employment, and PERDUE and PRODUCER are each independent contractors. Neither party, nor their agents or employees, shall be considered to be the employees of the other for any purpose whatsoever.
- B. PRODUCER is exclusively responsible for the performance of PRODUCER'S obligations under this Agreement. The employment, compensation, and supervision of any persons by PRODUCER in the performance of such obligations is a matter of PRODUCER'S sole discretion and responsibility.
- C. PRODUCER accepts full and exclusive liability for payment of any and all applicable local, state and federal taxes, taxes for workers' compensation insurance, unemployment compensation insurance, or old age benefits or annuities now or hereafter imposed by any governmental agency, as to PRODUCER and all persons as PRODUCER may engage in the performance of this Agreement. Said taxes shall be paid directly by PRODUCER and shall not be chargeable to PERDUE. PRODUCER agrees to hold PERDUE harmless from any liability with respect to any such taxes or other charges.
- D. PRODUCER'S obligations hereunder are for purposes of providing services with respect to PERDUE'S poultry stock. Title to each flock shall remain in PERDUE. PRODUCER shall not permit any lien, distraint, levy, or any other impairment to PERDUE'S title to the flock or flocks placed hereunder.

### **IV. MISCELLANEOUS TERMS:**

- A. PRODUCER warrants that PRODUCER is the owner of the land, buildings, and equipment utilized in the performance of this Agreement, or that PRODUCER is in legal possession of said property and has the right and authority to use the same for the purposes of this Agreement.
- B. PERDUE may enter upon the premises of the PRODUCER where the flock is or shall be located to inspect the flock or facilities. If PRODUCER is not satisfactorily performing PRODUCER'S obligation under the Agreement to care for, treat and maintain the flock, or do such other thing or things with reference to the flock as outlined by PERDUE'S established procedures, PERDUE may remove the flock, or may undertake the maintenance, treatment, feeding, and care of the